

A G R E E M E N T

between
Hanover Township
TOWNSHIP OF HANOVER
A Municipal Corporation
located in the County of Morris
and State of New Jersey

-and-

THE POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 128, N.J.P.B.A.

X January 1, 1987 through December 31, 1988

HANSBURY, MARTIN & KNAPP, P.A.
736 Speedwell Avenue
Morris Plains, New Jersey 07950

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AGREEMENT

THIS AGREEMENT, made this 8th day of January,
1988 by and between

TOWNSHIP OF HANOVER,
- a Municipal Corporation
located in the County of Morris
and State of New Jersey

Hereinafter referred to as "Employer"

and

THE POLICEMAN'S BENEVOLENT ASSOCIATION
Local No. 128, N.J.P.B.A.

Hereinafter referred to as "Association"

W I T N E S S E T H:

WHEREAS, pursuant to the New Jersey Employer-Employee Relations Act, Chapter 303, Laws of 1968, as amended, of the State of New Jersey (hereinafter referred to as the Act), the aforesaid Association has been elected as Representative by and for the Detectives, Sergeants and Patrolmen for the purpose of collective negotiations, the Employer recognizes the Association and agrees as follows:

ARTICLE I

RECOGNITION

The Association shall be the sole and exclusive representative of the bargaining unit as determined under the procedures of the Act and certified by the State of New Jersey Public Employment Relations Commission on March 29, 1972. The negotiated Agreement shall apply only under conditions when members of the bargaining unit are engaged in the pursuit of their statutory duties, rules, regulations, policies and procedures of the Police Department in the service of the Employer.

It is further agreed that implicit in the relationship between the Employer and the Association, no employee or applicant be discriminated against regardless of such individual's race, color, religion, sex, age or national origin in conformance with existing laws.

ARTICLE II

HOURS OF WORK

The normal work week shall commence at 12:01 A.M. on Monday and end at 12:00 Midnight the following Sunday.

Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each officer to be determined by the Chief of Police, or his designated representative.

The schedule shall be posted for the information of all officers at least two (2) weeks in advance. This posted schedule however, shall not prevent the Chief of Police or his appointed representative from making revisions in the schedule for reasons such as illness, accident, or other unexpected events which might require a modification of the schedule after posting.

ARTICLE III

OVERTIME

Section 1:

The nature of police work is such that incidental overtime is required to close out reports or complete job assignments that are considered an integral part of police work. No extra compensation or compensating time off will be granted for the extra time worked in connection with these activities.

Section 2:

On certain occasions officers may be required to work overtime. The following rules will apply:

(a) Incidental overtime required to close out a scheduled tour of duty; Compensation will be at time and one-half for all hours worked in excess of scheduled tour of duty.

(b) Scheduled overtime will be compensated at the time and one-half rate for all hours assigned to be worked and worked. Scheduled overtime is extra work scheduled in advance.

(c) Municipal Court appearances -. No extra compensation shall be paid to an officer performing municipal court duty while on a scheduled tour of duty.

Section 3:

It is the intent of the Employer that community relations, teaching or assignments of a similar nature shall be handled, whenever possible, by superior officers of the Department; provided, however, that if this is not practical at any given time, an officer covered by this Agreement may be assigned to such duty. If such assignment is performed during the

officer's scheduled tour of duty, no additional compensation shall be paid nor compensatory time off granted. If such assignment is performed outside the officer's scheduled tour of duty, he shall be compensated in the same manner and at the same rates that apply to other scheduled overtime as specified in this Article.

It is further agreed that no member of the bargaining unit shall be required to stand by on his scheduled time off without additional compensation. In the event of an emergency requiring additional personnel, the Chief of Police or his designated representative shall call in such personnel who are available for extra, non-scheduled duty. Those officers reporting for duty under such conditions shall be paid at the regular overtime rate for all such hours worked but not less than three hours.

Section 4:

Compensation for all overtime shall be authorized by the Chief of Police or his designated representative.

Article IV

GRIEVANCE PROCEDURE

Section 1:

It is the intention of the parties to amicably and peacefully resolve all controversies without the need for the strife which attends controversies between employers and employees. Towards that end, the Association agrees not to engage in any strike or job action. In consideration thereof, the parties to this Agreement further agree that, in order to preserve harmony and insure the peaceful and rational resolution of differences, they will utilize the following grievance and arbitration procedure.

Section 2:

A grievance shall be defined as a difference of opinion, controversy or dispute arising between the Association or any of its members and the Employer relating to any manner concerning wages, hours, working conditions, which involves the interpretation or application of any provision under this Agreement.

Section 3:

The grievance shall be processed as follows:

STEP 1. The officer and/or the Association shall be entitled to make a verbal complaint under this procedure within five (5) working days of the alleged complaint or infraction of the Agreement, or within five (5) working days in which such incident or infraction became known to the grievant. The grievance shall be presented verbally to a senior officer below the Chief of Police, who will discuss the matter with the officer and/or the Association representative at the earliest possible time. Every attempt shall be made by both parties to resolve the complaint or dispute at this level. If the dispute cannot be resolved satisfactorily at this level within ten (10) calendar days, then

STEP 2: The officer and/or the Association representative shall present the grievance, in writing, stating in detail the nature of the complaint and the section of the Agreement allegedly violated and the relief sought. Such written grievance shall be presented to the Chief of Police only during normal office hours, that is, those hours when the Chief's office is usually open and then no later than five (5)

working days after the discussion has been concluded at Step 1. For the purpose of this provision, working days shall be defined as only those days when the Chief's office is open.

If a grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of its occurrence, then in that event, the grievance shall be determined to be abandoned by the grievant and he is precluded from processing the grievance through the grievance procedure under the collective negotiations agreement.

The Chief of Police shall review the grievance with the officer and/or the Association representative within two (2) working days of the receipt of the written grievance. If a mutually satisfactory settlement is not reached, he shall then reply to the written grievance within three (3) working days after the conclusion of discussion at this step. If the grievance is denied at this step, the officer and/or the Association representative may request the Chief of Police to forward the written grievance and his reply to the Township Committee.

STEP 3: If such request is made, the Chief of Police shall forward the written grievance to the Township Committee. The Township Committee shall review such grievance with the officer and/or the Association representative. If a mutually satisfactory settlement is not reached, the Township Committee shall reply in writing within thirty (30) days of the receipt of the grievance.

STEP 4: If the Association is dissatisfied with the decision of the Township Committee, the grievance in dispute shall be submitted to arbitration. It is understood that the right to arbitrate a grievance shall not infringe on any statutory or regulatory obligations of individual officers or place an unreasonable burden on the operation of the Police Department. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

The request for arbitration shall be submitted in writing not more than thirty (30) days after receipt of the Township Committee's reply.

In following the foregoing procedure, if extenuating circumstances arise for either party, the prescribed time limits specified above may be extended by mutual agreement of the parties.

The selection of an arbitrator shall be made from a mutually agreed panel of not more than five or less than three qualified arbitrators. This panel shall be selected by the Employer and

the Association from a list of ten names of qualified arbitrators obtained from the New Jersey State Mediation Service. Whenever feasible, arbitration shall be conducted by selected arbitrators on a rotating basis.

At the request of either party, a three-man panel of arbitrators may be used to be made up of one member selected by the Employer, one member selected by Association and the third neutral member from the panel already named.

The power of the arbitrator or panel of arbitrators shall be strictly limited to rendering a decision as to the interpretation and/or application of any provision of this Agreement concerning wages, hours, or working conditions within the context of a grievance as defined in Section 2 of Article IV hereof. The arbitrator or panel of arbitrators shall be limited in his or its review to the issue or issues submitted for arbitration by the parties to this Agreement and shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying, varying, changing, altering, deleting or adding in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law, including (but not by way of limitation), the Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;
2. Involving Employer discretion or employer policy under the provisions of this Agreement, under Employer by-laws, or under applicable law;
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Employer under its by-laws, applicable law, and rules and regulations having the force and effect of law;
4. Involving a question of negotiability or any question of unfair labor practice.

The P.B.A. is permitted to have a representative meet with the grievant and management at each step of the grievance procedure. Representative as defined herein includes counsel.

The decision rendered by the arbitrator or majority of the three-man panel, if used, in accordance with this procedure shall be final and binding on both parties.

The cost of the neutral arbitrator shall be borne equally by each of the contracting parties. All other expenses shall be borne by the parties themselves.

Article V

VACATIONS

For the purpose of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31. The vacation schedule and the number of vacations granted at any given time shall be made up by and be the responsibility of the Chief of Police subject to the provisions of Section "J" of this Article. All full time officers will be granted vacation periods subject to the following service factors:

A. Officers engaged or re-engaged on or subsequent to July 1 of the current year - No Vacation.

B. Officers engaged or re-engaged after October 1 of the preceding year and prior to July 1 of the current year - five days.

C. Officers engaged or re-engaged prior to October 1 of the preceding year - ten days.

D. Officers who have completed 1 through 5 years of credited service - 10 days per year.

E. Officers beginning with the 6th year through completion of the 9th year of credited service - 15 days per year.

F. Officers beginning with the 10th year through completion of the 14th year of credited service - 20 days per year.

G. Officers beginning with the 15th year of credited service shall receive 20 days per year plus one day for each year of credited service over 14 years to a maximum of 25 days per year.

H. Officers shall not begin the first week of vacation prior to the completion of at least six months of continuous service from the date of engagement or re-engagement nor begin the second week of vacation prior to the completion of at least twelve months of continuous service from the date of engagement or re-engagement.

I. Vacations shall be taken during the calendar year and will not be considered cumulative. If for valid reasons this cannot be done, at the request of the

employee this requirement may be waived for a period of up to thirty (30) days after January 1 of the following calendar year by the Administrator on the recommendation of the Chief of Police. For any vacation granted under this waiver, the rate of vacation pay shall be the same as that prevailing during the calendar year the vacation was due.

In the event the Employer requests the officer to postpone his vacation from one calendar year to the next, vacation pay, when granted, shall be at the rate in effect at the time the officer's vacation is taken.

J. The selection of the vacation period for individual officers shall be based on a procedure to be determined by a committee consisting of the Chief of Police and/or his designated representative(s) and not more than three (3) members of the Association. In determining this procedure, the Chief of Police and/or his designated representative(s) shall have a vote equal to that of the Association, regardless of the number of Association representatives involved.

In the event of an impasse in determining the procedure, the Township Committee shall make the final decision. Such procedure shall be binding on all members of the bargaining unit. The procedure may be revised at any time by mutual agreement of the parties.

K. For the purpose of vacations, credited service is counted from the date of engagement. Officers who are re-engaged by the Employer will have all prior service accumulated and credited after they have been employed continuously for a period of five (5) years. The Chief of Police will then determine and establish a new engagement date in order to determine the net credited service for vacation eligibility.

L. Officers whose period of vacation is increased in the course of a calendar year upon completion of a specified period of service listed above, shall receive upon the completion of the required period of service the additional vacation to which they shall be entitled. The period when this additional vacation is taken shall depend on the conditions specified under the terms of this Article.

Article VI

PAYMENTS IN LIEU OF HOLIDAYS

Section 1: Elimination of Holidays

There shall no longer be any holidays for employees covered under this Agreement. In lieu of holidays, however, the employees shall receive cash payments as described below.

Section 2: Payments in Lieu of Holidays

A. Each employee covered under this Agreement shall be entitled to cash payments as follows to be paid by separate-payroll check at the regular straight time hourly rate in effect for him at the time payment is made:

1. Payment for fifty-two (52) hours on June 1st.
2. Payment for fifty-two (52) hours on December 1st.

B. Employees must be employed from January 1 through June 30th to receive a full payment on June 1st and must be employed from July 1st through December 31st to receive a full payment on December 1st. However, employees who resign from employment prior to June 30th or December 31st shall receive payments pro-rated on a monthly basis from January 1st or July 31st as the case may be to the date of termination. Employees who are hired prior to June 30th or December 31st shall receive payments pro-rated on a monthly basis from the date of hire to June 30th or December 31st as the case may be. Proration as described above shall be calculated from the first day of the month following the date of employment and to the last day of the month prior to the date of termination. Thus, proration shall be done on the basis of full months of employment in either the case of termination or hire.

Article VII

WAGES

Section 1:

(a) Effective January 1, 1987 the annual salaries for the positions of patrolman and sergeant (if the sergeant's position is authorized by the Township Committee) and Detective shall be increased 6.0% beyond the current (1986) salaries for each position.

(b) Effective January 1, 1987 the annual salary for probationary patrolman shall be \$18,285.00. Once appointed, a probationary patrolman shall remain at his starting salary for one year. For the purpose of calculating the employee's anniversary date, the anniversary date shall be the first day of the month following the completion of the one year probationary period. Thereafter, step advances shall occur on the anniversary date of employment of a patrolman as is the normal practice under the Police Department's salary ordinance. See Schedule A attached for salary guide.

(c) All salaries and rates of compensation hereinabove provided shall be effective January 1, 1987. Only those employees currently on the payroll of the Township of Hanover at the time of adoption of the enabling salary ordinance shall receive retroactive salary adjustments, except that employees who have retired from service on or after January 1, 1987, but prior to the adoption of said ordinance shall receive retroactive salary adjustments effective January 1, 1987, through the date of retirement. No other exceptions shall be made.

Section 2:

Effective January 1, 1988, the annual salaries for the positions of patrolman and sergeant (if the sergeant's position is authorized by the Township Committee) and Detective shall be increased 6.0% above the 1987 salaries established under Section 1 above. The annual salary for probationary patrolman shall be \$19,382 and the same probationary period and formula for calculation of anniversary date shall apply as in 1987. Thereafter, step advances shall occur on the anniversary date of employment of a patrolman as is the normal practice under the Police Department's salary ordinance. See Schedule A attached for salary guide.

Section 3: -Longevity

In addition to salaries listed herein, all eligible police officers shall receive longevity payments which shall be paid and included in the employee's base rate of salary based upon years of service in accordance with the following schedule:

Beginning with the 5th year of employment:	\$300/year
Beginning with the 10th year of employment:	\$400/year
Beginning with the 15th year of employment:	\$500/year
Beginning with the 20th year of employment:	\$600/year

Article VIII

LEAVE OF ABSENCE - PAID AND UNPAID

Leaves of absence with or without pay for reasons other than sickness or accident shall be in accordance with the following:

A. Service on Election Boards and Campaign Activities

Any officer who works on a Board of Election or as a candidate or campaign worker shall not be paid for absence from his scheduled duties during the time he is engaged in such activities. Time off for such activities may be taken from scheduled duties only upon approval of the Chief of Police, provided, however, scheduled time off shall not be granted if an officer is a candidate or campaign worker.

B. Military or Naval Duty

Leaves of absence will be granted to regular officers who are members of the National Guard, Naval Militia, or one of the reserve components of the Armed Forces, for field training duty and emergency service authorized and conducted by the various branches of the Military or Naval Service.

The leaves of absence will be granted with credit for time, with eligibility to all benefits, and with eligibility to sickness benefits if, at the termination of the leave, the officer is unable, on account of disability, to return to duty.

The officer shall make formal written request through the Chief of Police to the Township Committee immediately upon receipt of orders.

The officer shall submit a copy of the Military Order to the Chief of Police, unless such order is of classified nature. The officer, upon return from duty, shall submit a certificate showing the dates of participation in the training program.

C. Payment for Training

Payment for training duty shall be in accordance with the appropriate State Statutes applying to the various types of military training duties.

D. Personal Leave

The present policies as to personal leave shall remain in full force and effect. Whenever and whatever personal leave policies are added or improved by the Township for the other employees of the Township during the life of this Agreement, the same additions or improvements will apply to officers covered by this Agreement.

E. Sick Leave

Eligible employees shall accumulate sickness disability leave at the rate of one day per month commencing with the first full calendar month of employment to a maximum of twelve (12) work days per year. The accrued leave shall accumulate to a maximum of seventy-five (75) days, if not taken during the calendar year.

F. Funeral Leave

All officers shall be entitled to three (3) working days off with pay upon the death of spouse, children, mother, father, mother-in-law, father-in-law, sisters, or brothers.

G. Terminal Leave

The policy of terminal leave shall apply only to regular full time employees retiring on service or disability pensions.

In case of discharge, dismissal, or voluntary leaving of the Township's employ, no terminal leave will be granted.

Terminal leave with full pay computed at the employee's basic daily wage rate at the time of retirement shall be paid in accordance with the following schedule.

Terminal Leave

Accrued Sick Leave at
Time of Retirement

51 to 75 Days

Termination Allowance

1.5 full day's pay for
each full year of service

26 to 50 Days

1 full day's pay for each
full year of service

1 to 25 Days

0.5 full day's pay for
each full year of service

In no event shall the termination allowance in the table above
exceed seventy-five (75) full day's pay.

Article IX

UNIFORMS & UNIFORM ALLOWANCE

Section 1:

The Employer shall pay Detectives a clothing allowance of \$375.00 for the calendar year 1987 and \$375.00 for calendar year 1988. Payment shall be made against this allowance only upon submission of approved vouchers describing the clothing to be purchased, which must be appropriate for the duties performed. Upon actual purchase of clothing, itemized receipt must be presented promptly to Township Administrator.

Section 2:

With the exception of the shirts, trousers, uniform caps and ties which cost to the Township shall not exceed \$375.00 per employee per year in accordance with the solicitation of quotations pursuant to N.J.S.A. 40A:11-6.1, the Employer shall also provide all other necessary uniform items, equipment, badges, firearms and such other necessary materials for officers to perform the duties required of them as a result of normal wear and tear or damage in the line of duty.

With regard to uniform clothing allowance in the amount of \$375.00 per employee per year, it shall be the responsibility of the Department of Administration to solicit quotations on a yearly basis, pursuant to the Local Public Contracts Law, and of establishing an account for each employee with the designated vendor.

Section 3:

Effective January 1, 1985, each officer shall receive a Uniform Maintenance Allowance of \$225.00 per year which allowance shall be paid in two equal installments on June 1st and December 1st. Said Allowance shall be prorated for new hires as in the case of Payments in Lieu of Holidays. See Article VI, Section 2, above.

Article X

INSURANCE AND RETIREMENT

Section 1: The Employer shall continue to pay the premiums for members of the bargaining unit covered under the State Health Benefits Plan and the Police and Firemen's Retirement System.

Section 2: Effective January 1, 1986, a dental plan shall be established with coverage comparable to that shown on Schedule B attached. The Township shall solely bear the premium costs for 1986. Premium cost increases in 1987, 1988 and 1989 beyond the premium base cost paid by the Township in 1986 shall be paid solely by the employees participating in the dental insurance program and then by payroll deduction. The Township shall continue to pay the premium base cost during the period 1987 up to and including 1989. Though this labor agreement shall terminate December 31, 1988, the obligations of the Township and participating employees to pay premium costs as described above shall nonetheless continue through December 31, 1989. Dental Insurance coverage shall be provided as set forth in the contract of insurance.

Article XI

EDUCATION

Employees currently receiving college credit payments as set forth on the attached schedule, which is appended hereto and made a part hereof as Schedule C., shall continue to receive said college credit payments during the term of this Agreement. Said employees, however, shall not receive any additional college credit payments in view of the fact that the college credit program has been eliminated for these and all other employees covered under this agreement. Henceforth, any employee desiring to take college courses may apply to the State Law Enforcement Program for reimbursement or seek reimbursement from L.E.A.A. The Township, however, shall not pay for the costs of books, tuition or fees or related expenses in connection with any courses taken.

Article XII

COMPENSATION UPON PROMOTION

Any officer promoted to Detective, Sergeant or Detective Sergeant will receive compensation in accordance with the pay schedule for the higher rank from the date of appointment.

Article XIII

ASSOCIATION ACTIVITIES

Section 1:

It is agreed that one (1) Association State P.B.A. delegate shall be entitled to attend one (1) monthly meeting of the State P.B.A. for one (1) day without loss of pay, provided such meetings are related to promoting public safety.

Section 2:

One (1) delegate and two (2) alternative delegates shall be permitted to attend the annual State P.B.A. Convention without loss of pay for a maximum of three (3) days provided the Convention is related to promoting public safety. If the convention site is beyond a radius of one thousand (1000) miles from the Township, up to two (2) additional days with pay shall be permitted for travel time, if required.

Section 3:

In order to maintain harmony and minimize friction between the parties, the President of the Association or his designee shall be permitted to service officers on matters covered by this Agreement provided such efforts do not unreasonably interfere with the President's own duties as an officer or the operation of the Department.

Section 4:

No member of the bargaining unit or officer of the Association shall be discriminated against because of his membership in, or lawful activity on behalf of, the Association.

Article XIV

MAINTENANCE OF STANDARDS

Section 1:

It is agreed that those rights, privileges and benefits that were regularly exercised which the officers covered by this Agreement enjoyed prior to the date of this Agreement are retained by the officers except as those rights, privileges and benefits are specifically modified by this Agreement.

Section 2:

-It is agreed that this Article shall not infringe upon the regulatory or legal obligations of individual officers, shall not be construed to impose criminal or civil liability upon the Township, and shall not impose an unreasonable burden upon the operation of the Police Department.

Article XV

DURATION

This contract shall become effective at 12:01 a.m., January 1, 1987, and shall continue in full force and effect until Midnight, December 31, 1988.

The parties shall begin negotiations for a new Agreement not prior to October 1 of the year in which this Agreement expires, upon written notice by either party to the other.

Signed and sealed this 8th day of January, 1988.

ATTEST:

Joseph A. Giorgio
Township Clerk

TOWNSHIP OF HANOVER

S. C. Iannaccone, Mayor

ATTEST

Wesley J. Kelly
Treasurer

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 128,
N.J.P.B.A.

Joseph R. Dwyer
President

SCHEDULE "A"

PBA SALARY GUIDE

	<u>Base Salary</u> <u>As of 1/1/87</u>	<u>Base Salary</u> <u>As of 1/1/88</u>
Probationary	18,285	19,382
B	20,446	21,673
A	22,030	23,352
1	23,614	25,030
2	25,197	26,709
3	26,781	28,388
4	28,364	30,066
5	29,948	31,745
6	31,532	33,424
Detective	33,115	35,102
Increment	1,584	1,679

SCHEDULE B

DENTAL PLAN

Co-Payment - Preventive and diagnostic: 100%
Remaining Basic Services: 70/30
Prosthodontic Benefits: 50/50
(including crowns, inlays and
gold restorations)

The maximum amount payable by the dental service for the above dental services provided to an eligible patient in any calendar year is \$1,000.00.

There will be a \$25.00 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Services. There is a \$75.00 Family Maximum aggregate deductible which is not applicable to Preventive and Diagnostic Services.

SCHEDULE "C"

LIST OF PARTICIPANTS WHO SHALL CONTINUE TO
RECEIVE THE FOLLOWING COLLEGE CREDIT PAYMENTS
DURING THE TERM OF THIS AGREEMENT

<u>Name of Employee</u>	<u>College Credit Payment</u>
J. Cortright	\$150.00
L. Csengeto	90.00
J. Hark	180.00
J. Hickey	330.00
J. Rapp	60.00
A. Robertson	330.00
H. Seals	<u>180.00</u>
Total	\$1,320.00